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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.925 OF 2005
IN
SUIT NO.935 OF 2005

ITC Limited ... Plaintiffs

V/s.

Raj Agro Products Pvt. Ltd. ... Defendant

Mr.Rahul Chitnis with P.Paul i/b M/s.Nanu Hormasjee & Co. for Plaintiffs
Mr.Joy Joshi i/b I.R. Joshi & Co. for Defendant

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **JUNE 20, 2006**

P.C.:

. The Plaintiffs contend that they are the registered owners of the copyright of the artistic work of the label at Exhibit B to the plaint of the products "SUNFEAST" and "SUNFEAST GLUCOSE". These biscuits are marketed in the wrapper which is shown at Exhibit B. The Defendant is manufacturing and marketing biscuits in the name and style of "SUNRISE" and "SUNRISE GLUCOSE" in an almost identical packaging annexed at Exhibit H. Prima facie, the plaintiff’s copyright in the label at Exhibit B has been infringed. The Defendant has sought to pass off its own products as those of the plaintiffs’.

2. Ad-interim relief in terms of prayer clauses (a) and (b) has already been granted. The Receiver has taken possession of the products manufactured by the

Defendant. The learned Advocate for the Defendant therefore, contends that there is no need to grant any further relief. In my view, it would be necessary to protect the interests of the plaintiff by grant of prayer clauses (b) to (e) in order that the defendant does not manufacture biscuits and market them using a word mark and label mark which is deceptively similar to the Plaintiff’s mark or label.

3. The Receiver has already taken possession of the material pursuant to the ad-interim order. Motion is, therefore, made absolute in terms of prayer clauses (b) to (e).